#### **AGREEMENT**

THIS AGREEMENT is made as of this 1st day of July 2014, by and between Miami University of Oxford, Ohio (the <u>"University"</u>) and G&J Pepsi-Cola of Hamilton, Ohio ("Pepsi").

WHEREAS, the University operates facilities at four (4) campus locations in Oxford, Middletown, Hamilton and West Chester (Voice of America Learning Center) (collectively the "Premises;" – It is understood that if the University should expand its operations to include additional campuses or other locations, such additional locations shall be added to the Premises);

WHEREAS, the parties have existing agreements for pouring rights, vending operations and retail sales;

WHEREAS , the parties desire to continue this mutually beneficial business relationship;

WHEREAS the University has determined, based on the pricing and comprehensive program contained herein, that it is advantageous for Pepsi's products to continue to be the preferred, and in some cases exclusive, beverage products for the University;

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Term</u>. The term of this Agreement will commence as of July 1, 2014, and run until the later of (a) June 30, 2024, or (b) the date by which the University has purchased \$8,500,000 of Pepsi Product.
- 2. <u>Authority: Validity of Agreement</u>. Each party represents and warrants, as a material inducement to the other to enter into this Agreement, that:
- a. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by it in accordance with the requirements of applicable law and regulation and its internal governance bylaws and rules.
- b. This Agreement has been duly executed and delivered by it and (assuming due execution and delivery by the other party) is a valid, legal and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.
- c. It is not a party to, nor is it or its properties subject to or bound by any provision of any contract, mortgage, provision of its organizational documents law, or judgment or decree of any court, governmental body or arbitrator, which would prohibit or otherwise be violated by the execution or performance by it of this Agreement or the consummation of the transactions contemplated hereby.

#### 3. Rights.

- Exclusive Rights. Except as set forth in sections 3.b, 3.c and 3.d. the University hereby grants to Pepsi during the Term the exclusive right to sell or otherwise distribute all teas, juices, isotonic sports drinks, energy drinks, and carbonated and non-carbonated soft drinks, dispensed from a fountain, vending machines, or sold or otherwise distributed in bottles or cans, and bottled waters (the "Products") on the Premises as set forth herein. (Products do not include milk, hot chocolate, freshly brewed coffee and tea, fresh squeezed juices, or smoothies.) The University shall not permit any third party, including concessionaires, boosters or other guests to sell, distribute or otherwise make available to students, staff or guests any Products that may be deemed to be competitive with Pepsi Products (as defined in the following sentence). The grant of Exclusive Rights in this Agreement means that the University shall not permit the sale or other distribution on the Premises of any (i) soft drink other than Pepsi-Cola ® products, (ii) tea drinks other than Lipton ® products, (iii) juice products other than Dole ® or Tropicana ® products, (iv) isotonic sports drinks other than Gatorade ®, and bottled waters other than Aquafina ® or private label water bottled by Pepsi (private label water bottled by Pepsi and other Products identified by Italicized words in this sentence are collectively referred to herein as "Pepsi Products"). The parties acknowledge that Pepsi may make adjustments and substitutions among the Pepsi Products, but that the Pepsi Products shall always include a range of beverages at least as broad as set forth in the preceding sentence.
- b. <u>Convenience Stores/Retail Locations</u>. Pepsi shall not have exclusive rights to serve Pepsi Products at the University's convenience stores and retail locations (the "<u>Convenience Stores</u>"), but shall have the first choice on placement and the right to stock Pepsi Products on no less than seventy-five percent (75%) of the all available beverage shelf space and beverage cooler space in such Convenience Stores. The parties acknowledge that (i) the current Convenience Stores are located at Belltower, King Café, Dividends, Maple Street, Armstrong Student Center, Western Dining, MacCracken, Spring Street, Scoreboard Market, and RSC Pro Shop, as well as the Hamilton and Middletown Campus markets; and (ii) the University may increase or decrease the number, and change the locations of, the Convenience Stores during the Term, so long as Pepsi is advised of such changes as they occur. The University shall offer 100% of any extra display space for G&J Pepsi truck-delivered items only. Competitive items of same packages retailed at a lower price shall not be permitted.
- c. <u>Summer Exception</u>. Because the Convenience Stores on the Middletown and Hamilton Campuses are closed during the summer months, during those months on those campuses one (1) bottom shelf of a glass-front vending machine shall be made available for Products, selected by the University, which may be competitive with Pepsi Products.
- d. <u>West Chester</u>. Because there is no Convenience Store located on the West Chester Campus, one (1) bottom shelf of a glass-front vending machine shall be made available there for Products, selected by the University, which may be competitive with Pepsi Products.

#### 4. **Equipment and Service**

- a. Pepsi shall install and maintain on the Premises during the Term vending machines ("Vending Equipment"), post-mix fountain beverage dispensing units and coolers ("Fountain Equipment"), and sideline coolers and dispensers ("Sideline Equipment") for athletic events, in locations agreed upon by the parties. Vending Equipment, Fountain Equipment, and Sideline Equipment are sometimes hereinafter referred to collectively as the "Equipment". All Equipment shall be consistent with Pepsi's highest standards for such types of Equipment. All Vending Equipment shall be accessible to individuals with disabilities.
- b. All Equipment shall remain the sole property of Pepsi. Pepsi shall maintain and repair the Equipment, and shall keep the Equipment in good working order and condition at all times during the Term without cost to the University unless repairs or replacements are required as a result of the negligent acts of the University. University shall not, nor shall it permit, any third party to repair, replace, relocate, move, or remove any of the Equipment (other than Sideline Equipment); provided. however, that University shall not relocate such Equipment unless Pepsi shall consent (which consent shall not be unreasonably withheld) for reasons of safety, security, or other necessity; Pepsi shall be responsible for relocating such Equipment. University shall use its best efforts to keep the Equipment in clean and sanitary condition, free of graffiti and all announcements, advertising, or other materials, at all times. University agrees to promptly notify Pepsi personnel of the need for any repairs or servicing of the Equipment, and to fully cooperate with Pepsi personnel in effecting such necessary repairs and servicing, including without limitation providing timely access to the Premises for such purposes. All Equipment on the Premises shall be identified as dispensers of Pepsi Products.
- c. Pepsi shall provide service personnel as needed at events in Yager Stadium.

## 5. <u>Commissions and Additional Support.</u>

- a. <u>University Support Fund</u>. Pepsi shall pay the University \$410,000.00 annually during the Term, for a total of \$4,100,000.00.
- b. Marketing Support. Pepsi shall provide Marketing Support to the University during the Term. The wholesale value of such Pepsi Marketing support shall be \$80,000.00 annually for a total of \$800,000.00. A sample activation calendar for Year 2014- 2015 is attached on page 15 as Appendix 5. This model shall be used for all future years and developed by the University and Pepsi.
- c. <u>Product Support</u>. Pepsi shall provide complementary Pepsi Product to the University during the Term. The wholesale value of such Pepsi Product shall be \$14,000.00 annually for a total of \$140,000.00. Pepsi will deliver such Pepsi Product on an as-needed basis as requested by the Miami University Culinary Support Center.

- d. <u>Dream Machine</u>. Pepsi shall provide Dream Machine Recycling Support to the University during the Term. The wholesale value of such Pepsi Dream Machine support shall be \$8,000.00 annually for a total of \$80,000.00.
- e. <u>Payments.</u> All payments pursuant to Sections 5 (a) above shall be made payable to the University and will be sent the University's Chief Procurement Officer, 351 East Spring Street, Bonham House, Miami University, Oxford, Ohio 45056,513-529-9200, by August 30 of each School Year (as defined in Section 7 below).
- f. <u>Signage and Marketing</u>. (a) During the Term, Pepsi shall have the exclusive right to advertise the Products on the Premises. The University shall take all steps necessary to prevent any permanent or temporary advertising, signage, or trademark visibility for products competitive with the Pepsi Products from being displayed anywhere on the Premises, including on scoreboards. Pepsi may only display signage on its Equipment and as otherwise set forth in this Agreement without written authorization from the University. The University hereby grants Pepsi the right to display signage in the Athletic Facilities at the University; specifically, existing signage allocated to the University's preferred beverage supplier will be made available to Pepsi. All signage and message center opportunities conveyed to Pepsi will be used for the purposes of corporate logo placement as recognition of sponsorship and sponsorship acknowledgement announcements. The University's Athletic Director and the University's Director of Licensing must approve all signage artwork prior to signage production and installation.
- g. Pepsi shall have the right to identify itself in its advertising and marketing related to the University's intercollegiate athletic programs as the Official Soft Drink of the Miami University Redhawks, and to be identified during the University's television and radio broadcasts of athletic events, including during play-by-play of Men's and Women's Basketball, Ice Hockey and Football games on radio and television, and during pregame radio and television of Men's Basketball and Football.
- h. Pepsi shall during the Term be permitted to use the University's licensed trademarks for sponsorship identification purposes, provided the prior written approval of the University is obtained.
- i. During each academic year, Pepsi will work with the University to develop mutually beneficial marketing and promotional events, such as samplings, premium giveaways, promotional packaging, contests, etc. The University shall provide the opportunity for Pepsi to offer 3 Retail Activation Programs with displays each year as approved by the University Food Services Department.
- j. Pepsi and the University will each present to the other, in advance of production the contents, appearance, and presentation on any and all promotional or other similar materials proposed by either to be used in connection with any promotion utilizing the other party's trademarks. Pepsi will not produce, publish or in any manner use or distribute any such material without the written approval of the University's Director of Licensing, or her designee; and the University agrees it will promptly examine and approve or disapprove all submissions, and promptly notify Pepsi of its decision. The University will not produce, publish or in any manner use or distribute

any such material without the written approval of the Vice President of On-Premise or her designee, and Pepsi agrees it will promptly examine and approve or disapprove all submission and timely notify the University of its decision.

- k. Pepsi and the University agree that nothing contained in this Agreement will give either party any right, title or interest in the trademarks held or used by the other party, and that any and all use of such trademarks, and the goodwill arising therefrom, will inure to the benefit of both parties respectively.
- I. Unless expressly agreed to the contrary in writing, Pepsi will not disclose any documents, reports, writings, video images, photographs or papers of any nature, prepared by Pepsi (or its contractors) for the University in performing this Agreement, to any other person or entity without the written permission of the University, and the University will own all copyrights thereto.
- m. Pepsi will provide annual allotments of recycling containers valued at \$500.00.
- n. 20oz CSD sales at key football games in mutually agreed to Pepsi Zone display.

#### 6. Pricing.

Pepsi shall sell Pepsi Products to the University at the prices set forth on the Product List and Pricing Attachments (<u>Appendices 1, 2, 3, & 4</u>). Pepsi may increase the prices of Pepsi Product no more than two percent (2%) per year. Pepsi shall provide revised Product List and Pricing details to the University and its Dining Services Provider whenever prices or Pepsi Products are changed. Pricing shall be in effect from July 1 through June 30 for any given year. The University shall be responsible for setting retail pricing for all Pepsi Products, including Pepsi Products sold through Vending Machines.

### 7. <u>Incentives for Sales Other than Vending Sales.</u>

Pepsi will provide incentives for the University to increase sales each complete "School Year" (herein defined and as July 1 through June 30) during the Term, as set forth herein:

- a. The <u>Incentive Target</u> for each School Year shall equal the total number of units of all "Incentive Product" (all Pepsi Product other than Pepsi Product sold through Vending Equipment) that the University purchased during the prior School Year. The Incentive Target for the 2014-15 School Year is hereby set at 63,036 units.
- b. For every unit of Incentive Product in excess of 102% of the Incentive Target that the University purchases in any School Year, up to 105% of the Incentive Target for such School Year, Pepsi shall pay fifteen cents (\$0.15) per unit. For every unit of Incentive Product in excess of 105% of the Incentive Target that the University purchases in any School Year, Pepsi shall pay twenty-five cents (\$0.25) per unit.

c. Pepsi shall pay to the University the sales incentives set forth in this Section 7 no later than the last Thursday in July for the prior School Year.

# 8. Overview of Miami Commitment for Athletic Requirements

a. The University will provide to Pepsi during the Term signage opportunities as mutually agreed below:

**Yager Stadium**: Scoreboard, & Sideline Signage (Pepsi, Dr Pepper, and Aquafina Logo).

Millet Hall: One permanent sign on rotation & 2 Portal signs (1 Pepsi & 1 Dr Pepper Logo).

McKie Field: One logo panel sign

Indoor Sports Center: Mutually agreed upon signage.

Goggin Ice Arena – Logo on Ice, 1 Logo on Permanent Scoreboard Sign & 2 Logos on Dashboard.

- (b) In addition, the University through Miami Athletics will provide:
  - (i) 2 VIP Experiences 1 football / 1 basketball each season ~ promotional use only;
  - (ii) Mutually agreed to signed basketballs/footballs from coaches (not for resale) for promotional programs;
  - (iii) Sampling rights at games without fee;
  - (iv) Hyperlinks to Pepsi & Dr Pepper at muredhawks.com;
  - (v) Pepsi logo on 25% of printed schedules and ticket backs;
  - (vi) One full page, color advertisement in all athletic programs;
  - (vii) 12 passes to general seating for football, 12 passes to general seating for basketball, and 6 hockey tickets, including 4 parking passes for all home games & Red & White Club passes;
  - (viii) Invitation to post-season games (Football / Basketball / Ice Hockey); and
  - (ix) 200 General Admission tickets for a mutually agreed upon football game and 200 General Admission tickets for a mutually agreed upon basketball game including a Pepsi Family Day.

#### 9. <u>Independent Contractor</u>.

Pepsi will not be an employee of the University, but an independent contractor. Pepsi will indemnify and hold harmless the State of Ohio, the University, and the employees and agents of each with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to employment of the persons providing services to the University with respect to this Agreement. Nothing in this Agreement will be construed as authority for Pepsi to make commitments which will bind the University or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

#### 10. <u>Insurance</u>.

Pepsi shall carry and maintain during the Term, at Pepsi's expense, all necessary insurance which shall include, as a minimum, the following:

- a. Worker's Compensation insurance to the full extent as required by applicable law and Employer's Liability insurance with limits of not less than \$1,000,000, or self-insurance to the same extent;
- b. Commercial General Liability coverage for bodily injury and property damage, including products and completed operations and contractual liability coverage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- c. Commercial Automobile Liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.
- With respect to all liability insurance, if coverage is written on a d. claims-made basis, it shall be maintained for a period of not less than two (2) years after contract completion. Such insurance shall have a retroactive date not later than the date on which Pepsi commenced the performance of services hereunder. Pepsi shall name the State of Ohio and Miami University as additional insureds on general and automobile coverages. All insurance required pursuant to this section shall be primary coverage to any insurance or self-insurance carried by the University and shall provide a waiver of subrogation in favor of the University. All companies issuing insurance policies must be authorized to do business in Ohio and have a rating of at least A VII, as noted in the most recent edition of the A.M. Best's Insurance Guide. No later than July 1, 2014, Pepsi shall provide the University with certificates of insurance evidencing the required coverage. Pepsi, on its own initiative, shall also provide certificates of insurance for the renewal of coverage. The certificates of insurance shall contain a provision stating that the policy or policies have been endorsed so that they will not be cancelled without thirty (30) days prior written notice to the University. All certificates shall be sent to the following address: Miami University, 351 East Spring Street, Bonham House, Oxford, OH 45056.

#### 11. Confidentiality.

University acknowledges that Pepsi regards the commission and other support information relating to Pepsi Products is sensitive business information which, if disclosed to competitors of Pepsi, would provide them with unfair competitive advantage. Accordingly, University shall use all reasonable efforts to keep confidential the terms and conditions of this Agreement relating thereto, except as may be required by law or legal process, including all provisions of the Ohio Public Records law.

#### 12. Default and Early Termination

- a. Each party shall have the right to terminate this Agreement prior to expiration of the Term upon a breach by the other party of any term or condition of this Agreement of such nature and magnitude as to frustrate the essential purposes and benefits of this Agreement for the complaining party. The complaining party shall give written notice by certified or registered mail of the claimed breach to the breaching party, who shall cure the breach within 60 days of such notice, or the complaining party shall have the right to give notice of termination of the Agreement.
- b. Upon termination or expiration of the Term of this Agreement, University shall permit Pepsi reasonable access to the Premises for the purposes of removing any Equipment; Pepsi shall have ninety (90) days after termination or expiration to effect such removal. Until the time that all Equipment is removed, University's obligations to safeguard and keep the Equipment clean shall continue. In completing removal, Pepsi shall use its best efforts to leave each location in the condition in which it existed prior to installation except for reasonable wear and tear and except for any damage beyond Pepsi's control. Upon effecting removal of all Equipment, Pepsi shall thereupon issue final payment to University for amounts, if any, still owing to University as commissions, as provided in this Agreement.
- c. The parties acknowledge that, without the assurance of Exclusive Rights for the full duration of the Term and the expectation of sales to the level set forth in Section 1 above, Pepsi would be unwilling to provide the commissions and other benefits set forth herein. In recognition of this fact, the parties agree that, if the University should terminate this Agreement during its Term for any reason other as set forth in Section 10(a), in addition to Pepsi ceasing all future payments of any kind to the University, the University shall pay to Pepsi as liquidated damages the sum of \$34,166.67 for each month or portion of month remaining during the then-current School Year.

#### 13. General Provisions.

a. This Agreement shall be binding upon and inure the benefit of the parties and their respective successors and assigns. This Agreement shall not be assigned by either party without the prior written consent of the other, except that Pepsi may assign its rights and obligations under this Agreement to any successor to substantially all of its properties and business.

b. All notices provided for in this Agreement shall be in writing and effective upon receipt, if personally delivered to the person and address specified below, or three (3)days after placing in the U.S. Mail, postage prepaid, addressed:

If to University, to: David K. Creamer

Vice President, Finance and Business Services

Miami University 501 East High Street Oxford, Ohio 45701

If to Pepsi, to:

Lori Wagoner

Vice President of On-Premise

G&J Pepsi Cola

559 South Forbes Road Lexington, KY 40504

Or such other representatives where notice of such additional or changed representatives has been delivered as set forth herein. Miami University Culinary Support Center will serve as the University's Contract Administrators and will be Pepsi's point of contact at the University for day-to-day operations under this Agreement. Pepsi will channel all communications through Miami University Culinary Support Center. The only persons authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Pepsi by the terms of this Agreement

- c. This Agreement sets forth the entire understanding and agreement between the parties respecting its subject matter and supersedes all prior agreements, oral or written. This Agreement may be amended or modified only if such amendment or modification is reduced to writing and executed by the University's Vice president of Finance and Business Services and by Pepsi's On-Premise Sales Manager. If Pepsi deviates from the terms of this Agreement without a written amendment, it does so at its own risk. No waiver or failure to enforce any rights under this Agreement by either party shall be deemed a continuing waiver or a waiver of any other rights under this Agreement, and any waiver must be in writing to be effective.
- d. This Agreement shall be governed by and construed in accordance with the laws of State of Ohio, including the Ohio Public Records Law, Section ORC 149.43, and, without limitation, the following laws and rules:
- i. NONDISCRIMINATION. Pursuant to ORC Section 125.111, Pepsi agrees that Pepsi, any subcontractor, and any person acting on behalf of Pepsi or any subcontractor, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry against any citizen of the State of Ohio in the employment of any person qualified and available to perform the work under this Agreement. Pepsi further agrees that they, any subcontractor, and any person acting on behalf of Pepsi or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, handicap, national origin,

or ancestry. Pepsi and any subcontractor further agree to abide by and comply with all other provisions of ORC Section 125.111.

- ii. CONFLICT OF INTEREST. All parties to this Agreement understand and agree to act in accordance with applicable Ohio Conflict of Interest and Ohio Ethics Laws including ORC Sections 102.02, 102.03, 102.04, 102.05, 2921.01 and 2921.42.
- iii. WORKER'S COMPENSATION. Pepsi will comply with all federal and state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs
- iv. DRUG-FREE WORKPLACE. Pepsi agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- v. NCAA COMPLIANCE. Pepsi agrees to strictly adhere to and comply with, and to cause all of its clients, advertisers, licensees, parent, affiliates, subsidiaries, advertising/promotional agencies, staff and any sub licensees or other persons with which it enters into any agreement as set forth hereunder, to strictly adhere to and comply with NCAA Rules, which may be amended from time to time by the NCAA.
- e. Funding for any Agreement between the University and a contractor is dependent at all times upon the appropriation of funds by the Ohio General Assembly and/or any other instrument of the State of Ohio authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.
- f. The University reserves the right to audit or cause to be audited Pepsi's books and accounts with the University at any time during the term of this Agreement and for ten (10) years thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly-authorized representatives as of the date first written above.

**Miami University** 

David K. Creamer

Vice President, Finance & Admin.

Date:

G & J Pepsi-Cola Bottlers, Inc.

Lori Wagoner

Vice President of G&J Pepsi Cola-

Date:

# Appendix 1 - 2014 PRICING























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(17)	k Protest	ेंग्रेड डिक्टर		TO Car	1770	(1) Car	ATA CLIK	Pal Car	
12 8 0.9	Ready to Drink Protein	14 cm NE	(Breezy	55 or Can	15 at Can	35 cc (2) m	15 cm Carm	15 CL Chin	
Statute Redaction 12 on Can	Ř	Adverse NASK		Coube Shot	DOUBLE SOOT BEEN	שלבוים ביים אפים וחלק	With Deve AND	FOCKTON BOMEN	





# Appendix 2 - Cups & Lids

## PLA-Eco cups





Compostable PLA Cups 16oz (1,000ct) - \$66.00 22oz (1,000ct) - \$76.00

Poly Cups 16oz (1,000ct) - \$62.00 24oz (1,000ct) - \$68.00 32oz (480ct) - \$50.00

<u>Lids</u>
12/16/22oz (2,000ct) - \$40.00
24oz (2,000ct) - \$40.00
32oz (960ct) - \$34.00

\* Pricing: 2% annual increase





# **Appendix 3 - PRICE INCREASES**

- Bottle / Can increases of 2% per case annually.
- 5-Gallon BIB increases of 2% per case annually.
- 3-Gallon BIB increases of 2% per case annually.
- · Cup / Lid increases of 2% per case annually.
- CO2 is free thru the 10 year term of contract.



# **Appendix 4 - PepsiCo Brand — Pricing Offer**

#### PRICING OFFER - PRODUCTS DELIVERED BY DIRECT STORE DELIVERY

- Naked Juice:
  - o Hold current pricing for 2 years & match Pepsi (G&J) increase starting Year 3 of new contract
  - Current Pricing:
    - 15.2oz Smoothles = \$2.10
    - 15.2oz Proteln/ Pom = \$2.53
    - 15,2oz OJ = \$1,74
    - 32oz Naked Julce = \$3.78
    - 64oz OJ Naked = \$6.29
- Tropicana Pure Premium
  - Hold current pricing for 2 years & match Pepsi (G&J) increase starting Year 3 of new contract
  - o Current Pricing:
    - 12oz Pure Premium = \$1.13
    - 12oz Farmstand = \$1.13
    - 12oz Trop 50 = \$1.13
    - 590z Trop PP = \$2.81

Throughout the Term of this new Agreement, Miami University hereby authorizes the sale of Naked Julce, and Tropicana products through their retail locations exclusively via PepsiCo Chilled DSD (Direct Store Delivery) or approved PepsiCo Chilled DSD distribution partner, through which the university will receive negotiated pricing and product guarantee.

\*Products delivered to Miami University via broad line distributor (i.e. GFS, Sysco, US Foods), PepsiCo does not control pricing provided to Miami University (Izze currently purchased through broad line distributor).

\*\*Above pricing commitment would not apply if Naked/ Trop products purchased from Broad Line Distributor by Miami



# APPENDIX 5 - 2014-2015 Activation Calendar

